



DISTRICT COURT OF MARYLAND FOR BALTIMORE CITY

LOCATED AT (COURT ADDRESS)

501 E. Fayette St. Baltimore, MD 21201

COMPLAINT/APPLICATION AND AFFIDAVIT IN SUPPORT OF JUDGMENT

☐ \$5,000 or under ☐ over \$5,000 ☒ over \$10,000

Clerk: Please docket this case in an action of ☒ contract ☒ tort ☐ replevin ☐ detinue ☐ bad faith insurance claim

The particulars of this case are:

See Attached
interest sheet to be filed later

CV

CASE NO.

26771-19

PARTIES

Plaintiff

Kimberly Porsch
502 Gloucester Court
Middle River, MD 21220

VS.

Defendant(s):

1. HomeCentris Home Health, LLC
10 Crosswinds Dr. Ste 110 Owings Mills, MD 21117
Serve: The Corporation Trust Incorporated
2405 York Rd # 201 LuthervilleTimonium MD 21093

Serve by:

☒ Certified
Mail
☐ Private
Process
☐ Constable
☐ Sheriff

2.

Serve by:

☐ Certified
Mail
☐ Private
Process
☐ Constable
☐ Sheriff

3.

Serve by:

☐ Certified
Mail
☐ Private
Process
☐ Constable
☐ Sheriff

4.

Serve by:

☐ Certified
Mail
☐ Private
Process
☐ Constable
☐ Sheriff

ATTORNEYS

For Plaintiff - Name, Address, Telephone Number & Code

Phillip Chalker
217 N. Charles St. Floor 2, Baltimore MD 21201
443-961-7345
1412160147

(See Continuation Sheet)

The plaintiff claims \$30000, plus interest of \$
interest at the ☒ legal rate ☐ contractual rate calculated at 6%,
from to (days x \$
per day) and attorney's fees of \$ TBD plus court costs.

- ☐ Return of the property and damages of \$
for its detention in an action of replevin.
☐ Return of the property, or its value, plus damages of
\$ for its detention in action of detinue.
☐ Other: costs and interest
and demands judgment for relief.

Signature of Plaintiff/Attorney/Attorney Code

1412160147

CPF ID No.

Printed Name: Phillip Chalker

Address: 217 N. Charles St. Floor 2, Baltimore MD 21201

Telephone Number: 443-961-7345

Fax: 667-303-3384

E-mail: phillip@attorneychalker.com

MILITARY SERVICE AFFIDAVIT

- ☐ Defendant(s) is/are in the military service.
☒ No defendant is in the military service. The facts supporting this statement are: Defendant is a business

Specific facts must be given for the Court to conclude that each Defendant who is a natural person is not in the military.

- ☐ I am unable to determine whether or not any defendant is in military service.

I hereby declare or affirm under the penalties of perjury that the facts and matters set forth in the foregoing Affidavit are true and correct to the best of my knowledge, information, and belief.

11/22/19

Date

Signature of Affiant

APPLICATION AND AFFIDAVIT IN SUPPORT OF JUDGMENT (See Plaintiff Notice on Back Page)

Attached hereto are the indicated documents which contain sufficient detail as to liability and damage to apprise the defendant clearly of the claim against the defendant, including the amount of any interest claimed.

- ☐ Properly authenticated copy of any note, security agreement upon which claim is based ☐ Itemized statement of account ☐ Interest worksheet
☐ Vouchers ☐ Check ☐ Other written document ☐ Verified itemized repair bill or estimate

I HEREBY CERTIFY: That I am the plaintiff of the plaintiff herein and am competent to testify to the matters stated in this Complaint, which are made on my personal knowledge; that there is justly due and owing by the defendant to the plaintiff the sum set forth in the Complaint.

I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of the above Complaint are true and I am competent to testify to these matters.

Date

Signature of Affiant

NOTICE TO DEFENDANT

Before Trial

If you agree that you owe the plaintiff the amount claimed, you may contact the plaintiff (or plaintiff's attorney) before the trial date to arrange payment. If you wish to contest the claim, you should notify the clerk's office by filing a Notice of Intent to Defend (located at the bottom of your summons). The case will be set for trial. If you wish to have your witnesses appear at trial, you should contact the clerk's office at least two weeks before the trial date to request subpoenas, and you should bring to court on the trial date any evidence you want the court to consider. If you do nothing, a judgment could be entered against you.

If Judgment is Entered Against You (If You Lose)

IF YOU DISAGREE WITH THE COURT'S RULING, you may:

1. **APPEAL** to the circuit court, by filing a Notice of Appeal in the District Court within **30 days** after the entry of judgment. You will have to pay a filing fee (see Guide to Appeal Fees, DCA-109A), unless the court determines that you are indigent. If the amount of the claim, not counting court costs, interest, and attorney's fees, is:
 - **more than \$5,000**, you will also have to order and pay for a transcript of the District Court trial record, by contacting the District Court clerk's office (see Transcripts & Recordings Brochure, DCA-027BR).
 - **\$5,000 or less**, you will have a new trial in the circuit court.

On your trial date you should bring with you any evidence that you want the court to consider.

2. File a **MOTION FOR A NEW TRIAL** within **10 days** after the entry of judgment, stating your reasons clearly. If the court denies your motion, you may still file an appeal; if the court grants your motion, you must appear in the District Court for a new trial.
3. File a **MOTION TO ALTER OR AMEND THE JUDGMENT** within **10 days** after entry of judgment.
4. File a **MOTION TO REVISE OR VACATE THE JUDGMENT** within **30 days** after entry of judgment.

IF YOU DECIDE NOT TO APPEAL AND NOT TO FILE ONE OF THE ABOVE MOTIONS, you may contact the plaintiff or plaintiff's attorney to arrange to pay the amount owed. If you do not pay the amount owed, the plaintiff or plaintiff's attorney may initiate further proceedings to enforce the judgment, including:

1. **Interrogatories:** You must answer these written questions about your income and assets in writing under penalties of perjury.
2. **Oral Examination:** You must appear in court to testify in response to questions about your assets and income.
3. **Writ of Execution:** The court may issue a writ requiring the sale or seizure of any of your possessions except, with some exceptions, property that is exempt from execution. The exemptions are explained in detail on the reverse side of the Writ of Execution form, DC-CV-040. Further, the court could order you to pay additional expenses such as towing, moving, storage fees, advertising costs, and auctioneer's fees incurred in executing the writ.
4. **Garnishment of Property:** The court may issue a writ ordering a bank or other agent to hold your assets until further court proceedings.
5. **Garnishment of Wages:** The court may issue a writ ordering your employer to withhold a portion of your wages to pay your debt. The law provides certain exemptions from garnishment.

If you have any questions, you should consult an attorney. The clerk of the court is not permitted to give you legal advice. More information can be found in court brochures located in the clerk's office or online at: http://www.mdcourts.gov/district/public_brochures.html.

NOTICE TO PLAINTIFF

REQUESTING A JUDGMENT BY AFFIDAVIT OR DEFAULT:

Federal Law requires the filing of a military service affidavit. Information about the Servicemembers Civil Relief Act and the required affidavit can be found on the court's website at: <http://mdcourts.gov/reference/scra.html>.

AFTER THE COURT ENTERS A JUDGMENT:

1. If the court enters a judgment for a sum certain, you have the right to file for a lien on real property.
2. If you disagree with the outcome of the case, you have the same post-trial rights as the defendant does: you may file an Appeal, a Motion for New Trial, a Motion to Alter or Amend the Judgment or a Motion to Revise or Vacate the Judgment. See above for further information concerning these rights.

Kimberly Porsch
502 Gloucester Court
Middle River, MD 21220

Plaintiff

v.

HomeCentris Home Health, LLC
10 Crosswinds Dr. Suite 110
Owings Mills, MD 21117

Defendant

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COMPLAINT

Plaintiff by and through Counsel, the Law Office of Phillip E. Chalker and Phillip E. Chalker, files this Complaint and in Support thereof states as follows:

PARTIES

1. Plaintiff, Kimberly Porsch, is a resident of Baltimore County, Maryland.
2. Defendant, HomeCentris Home Health, LLC is a Corporation with a principal place of business in Baltimore County, Maryland, and who regularly conducts business in Baltimore, City.

JURISDICTION

3. This Court has jurisdiction over this action pursuant to Md. Code, § 1-601 of the Courts and Judicial Proceedings Article.
4. This Court has jurisdiction over Defendant pursuant to Md. Code, § 6-102 of the Courts and Judicial Proceedings Article.
5. Venue is appropriate in this Court pursuant to Md. Code, § 6-201 of the Courts and Judicial Proceedings Article.

6. Actions in this matter arose in Baltimore City, Maryland, Baltimore County, Maryland, and Harford County, Maryland.

STATEMENT OF FACTS

7. Plaintiff was employed by HomeCentris Home Health as an RN starting on June 11, 2019.
8. Plaintiff was terminated on July 25, 2019.
9. While employed by your Defendant, Plaintiff was paid wages below the agreed upon pay rate.
10. From June 11, 2019 to June 19, 2019, Defendant paid Plaintiff \$1,200.
11. From June 11, 2019 to June 19, 2019, Defendant owed Plaintiff \$2,600.
12. From June 20, 2019 to July 3, 2019, Defendant paid Plaintiff twice: \$1,262.50 and \$967.50, for a total of \$2,230.
13. During the week of June 24, 2019, Plaintiff worked overtime.
14. From June 20, 2019 to July 3, 2019, Defendant owed Plaintiff \$3,720.
15. From July 4, 2019 to July 24, 2019, Defendant paid Plaintiff \$2,500.
16. From July 4, 2019 to July 24, 2019, Defendant owed Plaintiff \$4,835.
17. During the Week of July 8, 2019, Plaintiff worked overtime.
18. Defendant did not pay Plaintiff her cell phone stipend, as Defendant promised.
19. Defendant did not pay Plaintiff for her accumulated personal time off (PTO) upon her termination, as Defendant promised.

COUNT I

Md. Code Anne., §3-501 *et seq*

20. All allegations contained in the previous paragraphs are incorporated herein by reference and are said to be read as though repeated in full.
21. Defendant never informed Plaintiff that her wages would be deducted.
22. Defendant improperly paid Defendant less than what she was supposed to be paid.

WHEREFORE, Plaintiff respectfully prays that this court award Plaintiff

- A) The difference between the wage paid to the Plaintiff and the wage owed to Plaintiff;
- B) An additional amount equal to the difference between the wage paid to the employee and the wage required under this subtitle as liquidated damages;
- C) Attorney fees
- D) Court costs
- E) Pre-judgment interest; and
- F) Post judgment interest.

COUNT II

Md. Code Anne., §3-401 *et seq*

23. All allegations contained in the previous paragraphs are incorporated herein by reference and are said to be read as though repeated in full.
24. Defendant never informed Plaintiff that her wages would be deducted.
25. Defendant improperly paid Defendant less than what she was supposed to be paid.

WHEREFORE, Plaintiff respectfully prays that this court award Plaintiff

- A) Three times the wages deducted;
- B) Attorney fees;
- C) Court costs;
- D) Pre-judgment interest; and

E) Post judgment interest.

COUNT III
29 USC, §201 *et seq*

26. All allegations contained in the previous paragraphs are incorporated herein by reference and are said to be read as though repeated in full.

27. Defendant never informed Plaintiff that her wages would be deducted.

28. Defendant improperly paid Defendant less than what she was supposed to be paid.

WHEREFORE, Plaintiff respectfully prays that this court award Plaintiff

- A) Wages deducted;
- B) Liquidated damages;
- C) Attorney fees;
- D) Court costs;
- E) Pre-judgment interest; and
- F) Post judgment interest.

COUNT IV
Breach of Contract

29. All allegations contained in the previous paragraphs are incorporated herein by reference and are said to be read as though repeated in full.

30. Plaintiff and Defendant contracted for Defendant to pay Plaintiff certain wages.

31. Defendant never informed Plaintiff that her wages would be deducted.

32. Defendant improperly paid Defendant less than what she was contracted to be paid.

WHEREFORE, Plaintiff respectfully prays that this court award Plaintiff

- A) Wages deducted;
- B) Court costs;
- C) Pre-judgment interest; and
- D) Post judgment interest.

Respectfully Submitted,

Phillip Chalker

Phillip Chalker, Esq.

ID: 1412160147

The Law Office of Phillip E. Chalker

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Baltimore, MD 21201

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(667) 303-3384 (Fax)

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